

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

DOWGE INTERNATIONAL DEVELOPMENT,
LTD.,

Plaintiff,

-against-

LOUISE PARIS, LTD. d/b/a ME JANE,

Defendant.

Case No.: 1:22-cv-07880

**COMPLAINT AND JURY
DEMAND**

Plaintiff, DOWGE INTERNATIONAL DEVELOPMENT, LTD. (hereinafter "Plaintiff"), by and through its attorneys, Jia Law Group, P.C., alleges for its complaint against Defendant LOUIS PARIS, LTD. d/b/a ME JANE (hereinafter "Defendant"), as follows:

NATURE OF THE ACTION

1. This is an action by a clothing supplier Plaintiff against a Defendant importer and wholesaler for claims involving breach of contract, UCC § 2-709 Action for Price, accounts stated and unjust enrichment, for which Plaintiff seeks payment.

PARTIES

2. Plaintiff is a corporation formed under the laws of the People's Republic of China with its principal place of business at Unit 3B 20/F, Far East Consortium Building 121, Des Voeux Rd., Central HK.

3. Upon information and belief, Defendant is a New York domestic business corporation organized under the laws of the State of New York, with its principal place of business located at 1407 Broadway, Suite 1405, New York, NY 10018.

4. Defendant conducted business and placed purchase orders with Plaintiff under its trade name ME JANE.

JURISDICTION AND VENUE

5. This Court has diversity jurisdiction over the claims asserted in this Action pursuant to 28 U.S.C. §1332, as there is complete diversity of citizenship between the parties and the amount in controversy exceeds, exclusive of interest and costs, the sum of seventy-five thousand dollars (\$75,000).

6. Plaintiff is incorporated under the laws of the People's Republic of China and has its principal place of business in Hong Kong.

7. Defendant was incorporated under the laws of the State of New York and has its principal place of business in the State of New York.

8. Venue is proper in the Southern District of New York, pursuant to 28 U.S.C. § 1391, as Defendant's principal place of business is located in the State of New York in the Southern District.

FACTUAL ALLEGATIONS

9. Plaintiff is a clothing supplier that orders goods from manufacturers in China and distributes them to wholesalers and retailers in the United States.

10. Defendant contracted with Plaintiff to order, ship and deliver a variety of clothing garments for Defendant upon Defendant's request. In exchange, Defendant agreed to pay Plaintiff for the garments ordered and provided.

11. Defendant requested garments from Plaintiff through purchase orders that Defendant delivered to Plaintiff.

12. Upon receipt of the purchase orders, Plaintiff filled those purchase orders by ordering the manufacture of the requested product with the manufacturer, and then shipping and delivering the requested products to Defendant pursuant to Defendant's instructions.

13. Plaintiff would then issue invoices to Defendant reflecting the amount to be paid for the products shipped to the Defendant.

14. Between January 7, 2021 and April 19, 2021, Plaintiff and Defendant executed approximately seventy-six (76) purchase orders (hereinafter collectively the "Purchase Orders") for the shipment and delivery of certain garments which are identified by the following purchase order numbers:

60138-MJ; 60140-MJ; 50005-62; 60068-MJ; 50006-62; 50007-62; 60007-00; 60008-00; 60010-00; 60091-00; 60092-00; 60093-00; 60106-MJ; 60107-MJ; 60131-BE; 60002-MJ; 60003-MJ; 60132-BE; 60032-MJ; 60062-MJ; 60063-MJ; 60133-BE; 60017-00; 60240-07; 60016-00; 60066-BE; 60243-MJ; 60120-BE; 60228-07; 60061-MJ; 60064-MJ; 60124-MJ; 60127-MJ; 50004-62; 60017-00 (revised); 60019-01; 60032-MJ (revised); 60133-BE (revised); 60018-01; 60020-01; 60069-BE; 60082-BE; 60014-00; 60023-01; 60024-01; 60241-MJ; 60011-00; 60015-00; 60021-01; 60022-01; 60083-BE; 60082-BE; 60284-28; 60025-01; 60071-B; 60237-BE; 60238-BE; 28690-42; 28659-42; 28660-42; 28690-42; 60207-29; 60209-29; 60210-29; 60211-29; 60212-29; 60213-29; 60229-29; 60244-29; 60179-MJ; 60183-MJ; 60185-MJ; 60274-TK; 60230-04; 60246-04; 60245-TK; 60181-MJ; 60231-MJ; 60247-MJ.

15. Pursuant to those purchase orders, Plaintiff placed orders with the manufacturer, paid the manufacturing costs, and then shipped and delivered the garments to Defendant or Defendant's customers upon request.

16. Defendant has not rejected or refused to accept the products that Plaintiff ordered from the manufacturer and subsequently shipped and delivered to or on behalf of Defendant.

17. Plaintiff delivered fifty-two (52) invoices (hereinafter collectively the "Invoices") to Defendant for the products that Defendant ordered between January 7, 2021 and April 19, 2021

and that Plaintiff shipped and delivered for or on behalf of Defendant. The invoices are identified by the following invoice numbers:

2116999013; 2116999017A; 2116999017B; 2116999019; 2116999020A;
2116999020B; 2116999021; 2116999022; 2116999023A; 2116999023B;
2116999024; 2116999025A; 2116999025B; 2116999026A; 2116999026B;
2116999027A; 2116999027B; 2116999028A; 2116999028B; 2116999029;
2116999030A; 2116999030B; 2116999031A; 2116999031B; 2116999032;
2116999033; 2116999034A; 2116999034B; 211699035A; 211699035B;
2116999036; 2116999037A; 2116999037B; 216999038; 216999039;
2116999040A; 2116999040B; 2116999041; 2116999042; 2116999043;
2116999045; 2116999046; 2116999047; 2116999701; 2116999806;
2116999807A; 2116999809; 2116999810; 2116999812A; 2116999812B;
2116999813A; 216999813B.

18. Under the terms of the Invoices, Defendant were required to advance payment in the amount of fifty percent (50%) of the Invoice total and then fifty percent (50%) twenty-one (21) days after the bill of lading date.

19. To date, Defendant has not objected to the delivery of the garments in any manner.

20. Defendant have failed to remit full payment of the Invoices to Plaintiff.

21. As a result, Defendant owes Plaintiff a principal sum of \$2,797,695.78.

22. On or about February 5, 2021, representative of Plaintiff and Defendant entered into an installment payment agreement whereby Defendant admitted and acknowledged it had an outstanding balance of \$2,379,534.94 due to Plaintiff as of the date of the agreement.

23. Defendant failed to remit full and timely payment pursuant to the terms of the installment payment agreement.

24. On or about May 17, 2022, in an email correspondence between Plaintiff and Defendant concerning pending payments, Defendant again admitted and acknowledged it had an outstanding balance due to Plaintiff in the amount of \$2,898,696.06 as of the date of the email.

25. On or about June 1, 2022, Defendant issued a payment to Plaintiff in the amount of \$101,000.28. As a result of this payment, Defendant owes Plaintiff a principal sum of \$2,797,695.78.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT

26. Plaintiff repeats and realleges the preceding paragraphs as if set forth fully herein.

27. Defendant issued the Purchase Orders to Plaintiff for the garments to be ordered from the factories by Plaintiff.

28. Pursuant to the Purchase Orders issued by Defendant, Plaintiff ordered, shipped and delivered the garments to Defendant and/or Defendant's customers upon request.

29. Defendant accepted and retained the garments and Invoices without timely objection thereto.

30. Plaintiff issued Invoices to Defendant for the garments that Plaintiff ordered, shipped and delivered to Defendant and/or third-party retailers on behalf of the Defendant.

31. Defendant was required to advance fifty percent (50%) total of each invoice and remit the remaining fifty percent (50%) total of the invoice twenty-one (21) days after the bill of lading date.

32. Payment from Plaintiff is long overdue on all of the invoices complained of herein, and Defendant has failed to make full payment of the Invoices to Plaintiff.

33. To date, Plaintiff has failed to pay and owes Defendant the principal amount of \$2,797,695.78.

34. Defendant breached contractual agreements memorialized in the Purchase Orders and Invoices. Defendant additionally breached the installment payment agreement entered into between the parties on or about February 5, 2021.

35. Plaintiff sustained damages as a result of Defendant's breach.

36. As a result of the breach, Defendant is liable to Plaintiff for the principal amount of \$2,797,695.78, plus pre-judgment interest.

SECOND CAUSE OF ACTION
UCC § 2-709 ACTION FOR PRICE

37. Plaintiff repeats and realleges the preceding paragraphs as if set forth fully herein.

38. Plaintiff and Defendant established a valid arrangement and agreement whereby Plaintiff agreed to provide certain garments to Defendant in return for payment from Defendant.

39. Pursuant to the Parties' arrangement and agreement, Defendant ordered garments from Plaintiff and agreed to advance fifty percent (50%) total of each invoice and remit the remaining fifty percent (50%) total of the invoice twenty-one (21) days after the bill of lading date.

40. Pursuant to Defendant's requests, Plaintiff ordered, shipped and delivered the garments, and provided Defendant with corresponding Invoices.

41. Defendant accepted and retained the garments and Invoices without timely objection thereto.

42. The twenty-one (21) day term for payment of the Invoice total expired and the payments for the garments are passed due.

43. Despite accepting the delivered garments and receiving the Invoices therefore, Defendant failed to remit to Plaintiff the total payment due for the garments.

44. Specifically, Defendant failed to pay the principal amount of \$2,797,695.78 owed to the Plaintiff for the garments.

45. As result of the Defendant's failure to pay for the garments that Defendant requested, received and accepted, Plaintiff has been damaged and may recover the principal amount of \$2,797,695.78, plus pre-judgment interest and incidental damages.

THIRD CAUSE OF ACTION
ACCOUNT STATED

46. Plaintiff repeats and realleges the preceding paragraphs as if set forth fully herein.

47. Plaintiff ordered, shipped and delivered the garments and issued the corresponding Invoices to Defendant.

48. Defendant accepted and retained the garments and Invoices without timely objection thereto.

49. The Invoices set forth a true and accurate account between Plaintiff and Defendant.

50. By email correspondence between Plaintiff and Defendant dated May 17, 2022, Defendant acknowledged and admitted that it had a principal balance of \$2,898,696.06 due and owing to Plaintiff and subsequently paid Plaintiff \$101,000.28 on or about June 1, 2022.

51. Defendant is liable to Plaintiff under the doctrine of accounts stated for the principal amount of \$2,797,695.78, plus pre-judgment interest.

FOURTH CAUSE OF ACTION
UNJUST ENRICHMENT

52. Plaintiff repeats and realleges the preceding paragraphs as if set forth fully herein.

53. It would be against equity and good conscience to allow Defendant to retain the benefit of the garments that Plaintiff ordered, shipped and delivered, without paying for it.

54. Defendant has been unjustly enriched at Plaintiff's expense in the principal amount of \$2,797,695.78, plus pre-judgment interest.

WHEREFORE, Plaintiff demands judgment against Defendant in the principal amount of \$2,797,695.78, plus pre-judgment interest, costs, attorneys' fees, disbursements, and any additional or further relief as the Court deemed just and proper.

JURY DEMAND

Plaintiff demands trial by jury pursuant to FRCP 38.

Dated: Wednesday, September 14, 2022
New York, New York

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